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SKJERVEN MORRILL LLP 25 METRO DRIVE SUITE 700 SAN JOSE, CA 95110			ROSEN, NICHOLAS D	
			ART UNIT	PAPER NUMBER
			3625	

DATE MAILED: 05/21/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/827,360

Applicant(s)

TAM ET AL.

Examiner

Nicholas D. Rosen

Art Unit

3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 01 April 0401.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-64 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-64 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☒ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 04 April 2001 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 4.

- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: _____.

DETAILED ACTION

Claims 1-64 have been examined.

Specification

The disclosure is objected to because of the following informalities: Applicant is requested to fill in the serial numbers and filing dates of related applications (pages 18 and 20, as well as page 1).

Appropriate correction is required.

Claim Objections

Claim 46 is objected to because of the following informalities: The phrase "the product number" lacks antecedent basis. Appropriate correction is required.

Claim 48 is objected to because of the following informalities: There should be a period at the end of the claim. Appropriate correction is required.

Claim 52 is objected to because of the following informalities: In the second line of claim 52, "occurs" should be "occur". Appropriate correction is required.

Claims 55-64 are objected to because of the following informalities: In the fifth line of claim 55, "strings of characters that identifies" should be "strings of characters that identify". Appropriate correction is required.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

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The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

Claims 47-52 are rejected under 35 U.S.C. 112, first paragraph, because the specification, while being enabling for most limitations, does not reasonably provide enablement for the limitation that each string "further identifies information unrelated to said product or service." The specification does not enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to use the invention commensurate in scope with these claims. The specification does not appear to teach character strings which further identify information unrelated to said product or service, or to give examples of what information is considered unrelated.

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 47-52 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. It is not clear what kind of information in a character string identifying a transaction is unrelated to the product or service for which the transaction is to be carried out. E.g., if a buyer downloads a web catalog of machine tools for sale, the statement, "*The Tale of Genji* is generally considered to be the world's first psychological novel" would presumably be unrelated to said product or service, while a drill press's catalog number would "identify at least a product or service," but claim 47 does not particularly point out and distinctly claim whether such information as

the seller's telephone number, an identification of the potential buyer, or a list of credit cards accepted for making purchases, would qualify as related or unrelated to said product or service.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

This application currently names joint inventors. In considering patentability of the claims under 35 U.S.C. 103(a), the examiner presumes that the subject matter of the various claims was commonly owned at the time any inventions covered therein were made absent any evidence to the contrary. Applicant is advised of the obligation under 37 CFR 1.56 to point out the inventor and invention dates of each claim that was not commonly owned at the time a later invention was made in order for the examiner to consider the applicability of 35 U.S.C. 103(c) and potential 35 U.S.C. 102(e), (f) or (g) prior art under 35 U.S.C. 103(a).

Claims 1-17

Claims 1-17 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wynblatt et al. (U.S. Patent 6,219,696). Wynblatt discloses a signal embodied in a carrier wave, the signal comprising multiple strings of characters (Figure 3; column 3, lines 5-18). Wynblatt does not disclose that the signal identifies a transaction between

a buyer and a seller, or that the signal comprises a first string of characters that identifies the buyer in a database, a second string of characters that identifies the product in the database, and a third string of characters that identifies a fulfillment method in the database, etc. However, these differences are found only in the nonfunctional data comprised by the signal. These different kinds of data are not functionally related to the physical substrate of the carrier wave, or to the nature of the signal. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability; see *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); and *In re Lowry*, 32 F.3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994).

Therefore, it would have been obvious to one of ordinary skill in the art at the invention was made to transmit any strings of characters in the signal as shown in Wynblatt, because such information does not functionally relate to the substrate of the carrier wave or to the signal, and merely embodying different information in a signal would have been obvious. See *Gulack* cited above.

Claims 18-22

Claims 18-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wynblatt et al. (U.S. Patent 6,219,696). Wynblatt discloses a signal embodied in a carrier wave, the signal comprising a plurality of characters (Figure 3; column 3, lines 5-18). Wynblatt does not disclose that the signal identifies a unique transaction between a buyer and a seller, or that the signal comprises a first string of characters that identifies the buyer in a database, a second string of characters that identifies the

product, and a third string of characters that identifies at least one of a price for a product, an issuer of one of the first and second strings, an expiration data to complete the unique transaction, a creation data when the signal was created, and a maximum number of times the signal can be used, etc. However, these differences are found only in the nonfunctional data comprised by the signal. These different kinds of data are not functionally related to the physical substrate of the carrier wave, or to the nature of the signal. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability; see *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); and *In re Lowry*, 32 F.3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994).

Therefore, it would have been obvious to one of ordinary skill in the art at the invention was made to transmit any strings of characters in the signal as shown in Wynblatt, because such information does not functionally relate to the substrate of the carrier wave or to the signal, and merely embodying different information in a signal would have been obvious. See *Gulack* cited above.

Claims 23-46

Claims 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 45, and 46 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zetmeir (U.S. Patent 4,752,675) in view of official notice. As per claim 23, Zetmeir discloses a method for selling a product, comprising: generating a string of characters before the buyer is aware of a transaction (Abstract; column 4, lines 60-65); sending to the buyer the string of characters (column 3, lines 15-45); receiving the string of characters back from the

buyer if the buyer wishes to purchase the product (column 3, lines 46-51); and using the string of characters to determine at least the buyer (column 3, line 46, through column 4, line 3). Zetmeir does not expressly disclose using the string of characters to determine at least the product, but does disclose placing strings of characters on advertising literature, including discount coupons or order forms (column 3, lines 6-20), and official notice is taken that it is well known for discount coupons and order forms to identify transactions, and for the characters on discount coupons and order forms to be used to determine the product for which a transaction is conducted. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to generate a string of characters identifying a transaction, and to use said string of characters to determine the product, for the obvious advantage of enabling a purchase, or the use of a discount coupon.

As per claim 24, Zetmeir discloses delivering the product to an address of the buyer (column 3, lines 36-45).

As per claim 25, Zetmeir discloses associating the string of characters to the buyer (abstract; column 2, line 65, through column 3, line 5; column 3, lines 15-35). Zetmeir does not expressly disclose associating the string of characters to a product and a price of the product, but does disclose completed order forms (column 3, lines 6-14), and official notice is taken that it is well known for order forms to include strings of characters assigned to products and the prices thereof. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to associate the string of characters to the product and the price of the

product, for the obvious advantage of enabling buyers to know what products they can order, and how much these cost.

Zetmeir does not disclose associating the string of characters to a fulfillment method, but official notice is taken that it is well known to associate a string of characters to a fulfillment method (e.g., "Products will be shipped by UPS," or "Products will be downloaded to your computer"). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to include assigning a string of characters to a fulfillment method, for the obvious advantage of informing buyers of a fulfillment method.

As per claim 26, Zetmeir does not expressly disclose sequentially assigning characters to form the string of characters, but official notice is taken that it is well known to sequentially assign characters to form a string of characters (e.g., in spelling a word, or even in forming a bar code). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to sequentially assign characters to form the string of characters, for the obvious advantage of forming appropriate strings of characters.

As per claim 27, Zetmeir does not expressly disclose assigning a string of characters to the issuer of the string of characters, but does disclose sending advertisements including discount coupons and order forms (column 3, lines 6-14), and official notice is taken that it is well known for discount coupons and order forms to include strings of characters identifying the issuers. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to

assign a string of characters to the issuer of the string of characters, for the obvious advantages of informing potential buyers of whom they were dealing with (since the willingness to send a check or credit card number may depend on the reputation of the business to which it is sent), and informing potential acceptors of coupons of who would redeem the coupons.

As per claim 28, Zetmeir discloses that generating includes assigning a string of characters to a buyer (Abstract; column 2, line 65, through column 3, line 5).

As per claim 29, Zetmeir does not expressly disclose that said generating includes assigning a string of characters to a product, but does disclose discount coupons and completed order forms, and official notice is taken that it is well known for discount coupons and order forms to include strings of characters assigned to products. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for generating to include assigning a string of characters to a product, for such obvious advantages of enabling buyers to know what products they can order, and products they can buy at a discount.

As per claim 30, Zetmeir does not disclose that said generating includes assigning a string of characters to a fulfillment method, but official notice is taken that it is well known for generating a catalog item to include assigning a string of characters to a fulfillment method (e.g., "Products will be shipped by UPS," or "Products will be downloaded to your computer"). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to

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include assigning a string of characters to a fulfillment method, for the obvious advantage of informing buyers of a fulfillment method.

As per claim 31, Zetmeir does not expressly disclose that said generating includes assigning a string of characters to a price, but discloses an order form (column 3, lines 6-14), and official notice is taken that it is well known for order forms to include prices. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to include assigning a string of characters to a price, for the obvious advantage of enabling potential buyers to knowledgeably enter into agreements to make purchases.

As per claim 32, Zetmeir does not expressly disclose that said generating includes assigning a string of characters to a currency type, but discloses an order form and a discount coupon (column 3, lines 6-14), and official notice is taken that it is well known for order forms and discount coupons to include strings of characters representing a currency type. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to include assigning a string of characters to a currency type, for the obvious advantage of making it known and unambiguous in which currency a price or discount was offered.

As per claim 33, Zetmeir does not disclose assigning a string of characters to an expiration date, but discloses discount coupons (column 3, lines 6-14), and official notice is taken that it is well known for discount coupons to include strings of characters representing expiration dates. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to

include assigning a string of characters to an expiration date, for the obvious advantage of specifying a coupon expiration date, and avoiding an open-ended obligation arising from a coupon.

As per claim 35, Zetmeir does not disclose that generating includes assigning a string of characters to a date the string of characters is created, but official notice is taken that it is well known to print or transmit characters indicating the date a document is created. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said generating to include assigning a string of characters to a date the string of characters was created, for the obvious advantage of determining, in analyzing buyers' responses (see column 5, lines 13-19), to which advertisements the buyers were responding.

As per claim 36, Zetmeir discloses registering a buyer (column 4, line 66, through column 5, line 19).

As per claim 37, Zetmeir does not expressly disclose that said registering comprises receiving one or more of a buyer name, an address, billing information, and areas of interest in products, but does disclose receiving a completed order form (column 3, lines 6-14), and official notice is taken that it is well known for a completed order form to comprise one or more of a buyer name, an address, billing information, and areas of interest in products. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for said registering to comprise receiving one or more of a buyer name, an address, billing information, and areas of interest in products, for the obvious advantages of enabling a seller to send a

product to the right person at the right address, and receive payment, and for the stated advantage of deriving a wide variety of useful analyses and reports (column 5, lines 13-19).

As per claim 38, Zetmeir discloses sending an advertisement including the string of characters to the buyer (column 3, lines 36-45).

As per claim 39, Zetmeir discloses generating an advertisement for the product that includes the string of characters (column 3, lines 6-14).

As per claim 40, Zetmeir does not expressly disclose billing the buyer for the transaction between the buyer and the seller, but official notice is taken that it is well known to bill buyers for transactions with sellers. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to bill the buyer for the transaction between the buyer and the seller, for the obvious advantage of obtaining payment for the transaction.

As per claim 45, Zetmeir does not expressly disclose paying the seller for the transaction between the buyer and the seller, but official notice is taken that it is well known to pay sellers for transactions with buyers. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to pay the seller for the transaction between the buyer and the seller, for the obvious advantage of causing the seller to provide the product, or avoiding prosecution for theft or fraud if the product has already been provided.

As per claim 46, Zetmeir does not expressly disclose sending to the seller a product number and an address of the buyer, but Zetmeir discloses sending to the seller

a completed order form (column 3, lines 6-14), and official notice is taken that it is well known for completed order forms to include product numbers and addresses of the buyers. Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to send to the seller a product number and an address of the buyer, for the obvious advantage of assisting the seller to readily determine what was being ordered, and where the ordered product should be sent.

Claim 34 is rejected under 35 U.S.C. 103(a) as being unpatentable over Zetmeir and official notice as applied to claim 23 above, and further in view of Leonard et al. (U.S. Patent 5,903,874). Zetmeir does not disclose assigning a string of characters to a number of maximum uses of the string of characters, but does disclose discount coupons (column 3, lines 6-14), and Leonard teaches coupons with a maximum number of uses (Figure 12; column 14, lines 40-57; column 15, lines 11-20). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to assign a string of characters to a number of maximum uses of the string of characters, for the obvious advantage of letting potential users acceptors of coupons and know whether a coupon is valid, and how many more times it may be used.

Claims 41-44 are rejected under 35 U.S.C. 103(a) as being unpatentable over Zetmeir and official notice as applied to claim 23 above, and further in view of Wolff (U.S. Patent 6,247,047). As per claim 41, Zetmeir does not expressly disclose registering the seller, but it is well known for sellers to register with business providing advertising and related services, as taught by Wolff (column 13, lines 3-29; Figure 5).

Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to register a seller, for the obvious advantage of enabling the service provider to know whom he is dealing with, and where to send bills, product orders, complaints, payments, etc.

As per claim 42, Wolff teaches that said registering comprises receiving one or more of a name, an address, a telephone number, a tax payer identification, and a payment information (column 13, lines 3-29), making this obvious to one of ordinary skill in the art of commerce at the time of applicant's invention for the reasons set forth in the rejection of claim 41.

As per claim 43, Wolff discloses receiving product information from the seller including one or more of a product number, a description, an illustration, a price, a fulfillment method, an expiration date for the transaction, and a maximum number of uses of the string of characters (column 9, lines 28-34; Figure 2). Hence, it would have been obvious to one of ordinary skill in the art of commerce at the time of applicant's invention to receive product information from the seller including one or more of a product number, a description, an illustration, a price, a fulfillment method, an expiration date for the transaction, and a maximum number of uses of the string of characters, for the obvious advantage of informing potential buyers of what is for sale, and making them more likely to buy.

As per claim 44, Zetmeir discloses generating an advertisement from product information that includes the string of characters (column 3, lines 6-20 and 36-45).

Claims 47-52

Claims 47, 49, 50 and 51 are rejected under 35 U.S.C. 103(a) as being unpatentable over Xue (U.S. Patent 5,956,709) in view of August et al. (U.S. Patent 6,389,055). As per claim 47, Xue discloses a method for purchasing a product, comprising: receiving a plurality of character strings identifying a corresponding plurality of transactions between a buyer and a seller (Figure 1; column 6, lines 6-44); selecting a first string from the multiple strings (Figure 4; column 6, lines 41-44); sending the first string to the seller (Figure 3; column 7, lines 21-34), wherein each string identifies at least a product or service (Figure 1). Xue does not disclose that each string further identifies information unrelated to said product or service, but August teaches a data string identifying a product for sale, and also such not directly related information as a telephone number (column 7, line 20-34). Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have each string further identify information unrelated to said product or service, for the stated advantage of making available ordering information, and the obvious advantage of advertising other, unrelated, products and/or services.

As per claim 49, Xue discloses that each of the multiple strings identifies a sale of a product (Figure 1).

As per claim 50, Xue discloses selecting a second string from the multiple strings (Figures 2 and 3; column 7, lines 21-34).

As per claim 51, Xue discloses sending the second string to the seller (Figures 2 and 3; column 7, lines 21-34).

Claim 48 is rejected under 35 U.S.C. 103(a) as being unpatentable over Xue and August as applied to claim 47 above, and further in view of official notice. Xue does not disclose that each of the multiple strings discloses a delivery method of the product, but official notice is taken that it is well known for product information to include information on a delivery method of the product. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention to have each of the multiple strings disclose a delivery method of the product, for the obvious advantages of letting potential buyers know what to expect, to be prepared to accept delivery (whether by staying home to receive a package, or arranging to put a blank CD into a computer to have a digital product downloaded into the blank CD, etc.), and enabling potential buyers to select a product with an appropriate delivery method that they are able to accept.

Claim 52 is rejected under 35 U.S.C. 103(a) as being unpatentable over Xue and August as applied to claim 51 above, and further in view of official notice. Xue does not disclose that a buyer's selection of the first string and said sending the second string occur concurrently, but official notice is taken that it is well known for events to occur concurrently, even in the absence of specific pre-arranged plans for them to do so. E.g., a buyer according to Xue's system might send a second string representing a second product he had ordered, and then, while the second string was being sent to the seller, decide to order another product, and select a first string. Hence, it would have been obvious to one of ordinary skill in the art of electronic commerce at the time of applicant's invention for a buyer's selection of the first string and the sending of the

second string occur concurrently, as an obvious consequence of using a disclosed system. (Examiner wishes to note that the specification and drawings of the instant application do not expressly disclose that a buyer's selection of the first string and said sending the second string occur concurrently, but this is believed not to be grounds for a rejection under 35 U.S.C. 112 for lack of enablement, because in the ordinary course of using electronic commerce, this situation could easily arise.)

Claims 53-54

Claims 53 and 54 are rejected under 35 U.S.C. 103(a) as being unpatentable over Xue (U.S. Patent 5,956,709) in view of the Microsoft Press Computer Dictionary. As per claim 53, Xue discloses a first computer displaying a graphical user interface comprising: a first plurality of product information (Figures 1 and 4; column 6, lines 32-47); a first check box, wherein a first computer code for the first check box includes a first string identifying a first transaction between a seller and a buyer (a first check box is shown in Figures 1 and 4, and described in column 6, line 32, through column 7, line 20; Xue discloses the use of computer code in column 4, lines 7-17, column 11, line 41, through column 12, line 43, and column 13, lines 8-34); a second plurality of product information (Figure 1; and the presumed equivalents of Figure 4 and column 6, lines 32-47 for the other items in Figure 1); and a second check box, wherein a second computer code for the second check box includes a second string identifying a second transaction between the seller and the buyer (a second check box is shown in Figure 1, and described in column 6, lines 32-47, and the description of the first check box in column 7, lines 8-20, is presumably applicable to the second check box as well; Xue discloses

the use of computer code in column 4, lines 7-17, column 11, line 41, through column 12, line 43, and column 13, lines 8-34). Thus, the use of computer code for the specific purpose claimed is obvious as necessary to make possible the Internet purchases taught by Xue. Xue does not explicitly use the term graphical user interface, but Xue's disclosure of Web pages with Netscape (e.g., Figure 1) indicates that Xue's invention is practiced using a graphical user interface, as taught by the Microsoft Press Computer Dictionary (page 220).

As per claim 54, Xue discloses a submit button (Figure 3) for ordering selected products (column 7, lines 21-34), and the use of computer code (column 4, lines 7-17, column 11, line 41, through column 12, line 43, and column 13, lines 8-34), making the use of computer code for the specific purpose claimed obvious as necessary to make possible the Internet purchases taught by Xue.

Claims 55-64

Claims 55-64 are rejected under 35 U.S.C. 103(a) as being unpatentable over Temma et al. (U.S. Patent 5,313,392) in view of the Microsoft Press Computer Dictionary. Temma discloses tables comprising several types of information, and strings of characters (Figures 12, 16, 18, 22, 36, and 40; column 9, lines 32-60; column 11, lines 36-42; column 13, lines 13-19; column 17, lines 53-59; and column 19, lines 26-31). Temma does not expressly disclose that the table is encoded on a storage medium, but does disclose the use of storage media (column 10, lines 50-62). Moreover the Microsoft Press Computer Dictionary discloses the use of media for storing data (definitions of media and storage media, pages 301 and 450, respectively).

Hence, it would have been obvious to one of ordinary skill in the art of data storage at the time of applicant's invention to have the table stored in a storage medium encoded with the table, for the obvious advantage of making the information in the table accessible.

Temma does not disclose that the table comprises buyer information including buyer names, product information including product names, and fulfillment information including fulfillment information, or that the strings of characters identify unique transactions between a buyer and a seller, etc. However, these differences are found only in the nonfunctional data stored in the storage medium. These different kinds of information are not functionally related to the substrate of the storage medium, or to the functionality of the table comprising information. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability; see *In re Gulack*, 703 F.2d 1381, 1385, 217 USPQ 401, 404 (Fed. Cir. 1983); and *In re Lowry*, 32 F.3d 1579, 32 USPQ 2d 1031 (Fed. Cir. 1994).

Therefore, it would have been obvious to one of ordinary skill in the art at the invention was made to store any information and character strings in the table as shown in Temma, because such information does not functionally relate to the substrate of the storage medium or to the table of information, and merely storing different information in a table would have been obvious. See *Gulack* cited above.

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure. Kuftedjian et al. (U.S. Patent 6,105,057) disclose a method and system for manipulating mutexes on network assets (and disclose data in tables; see column 5). Franklin et al. (U.S. Patent 6,125,352) disclose a system and method for conducting commerce over a distributed network. Humble (U.S. Patent 6,529,940) discloses a method and system for in-store marketing.

Griffin et al. (U.S. Patent Application Publication 2002/0049636) disclose a system and method for generating and transmitting data keys to facilitate delivery, pick-up, and other commercial transactions. Hammons et al. (U.S. Patent Application Publication 2002/0107756) disclose a method for creating and operating a personalized virtual Internet store including "disconnected" purchasing capacity. Kargman (U.S. Patent Application Publication 2003/0158790) discloses a rapid entry system for the placement of orders via the Internet. Matsuda et al. (U.S. Patent Application Publication 2003/0195843) disclose conducting commerce between individuals with integrated shipping. Stolfo et al. (U.S. Patent Application Publication 2004/0002903) disclose electronic purchase of goods over a communications network including physical delivery while securing private and personal information of the purchasing party.

Egendorf (WO 97/03410) discloses an Internet billing method. Yamamura et al. (Japanese Published Patent Application 10-325367) disclose a purchaser confirmation method.

Ulusoy ("Lock-Based Concurrency Control") discloses, inter alia, unique transaction ID's. Pettitt ("Privacy Groups") discloses a controversial method of identifying computers and their users on the Web.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Nicholas D. Rosen, whose telephone number is 703-305-0753. The examiner can normally be reached on 8:30 AM - 5:00 PM, M-F.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Wynn Coggins, can be reached on 703-308-1344. (Wynn Coggins is currently on assignment elsewhere in the Patent Office; the examiner's acting supervisor, Jeffrey Smith, can be reached at 703-308-3588.) The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306. Non-official/draft communications can be faxed to the examiner at 703-746-5574.

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